



Attorneys at Law

Lee T. Gesmer
lee.gesmer@gesmer.com

November 18, 2005

VIA FACSIMILE AND FIRST CLASS MAIL

Michael Fee, Esq.
Fee, Rosse & Lanz, P.C.
321 Boston Post Road
Sudbury, MA 01776

**Re: M2 Consulting, Inc. v. MRO Software, Inc.,
C. A. No. 03-12589-GAO**

Dear Michael:

I am writing to follow-up on Craig Newfield's letter to you and to Mr. Bevington of M2 Consulting, Inc., dated October 26, 2005.

As stated in that letter, the two year period under which M2 was permitted to continue to use MAXIMO to support existing customers following termination of the MAXIMO Hosting Affiliate Agreement dated November 4, 2002 (the "Agreement") expires on November 23, 2005.

Please provide me with written assurances, no later than the close of business on November 23, 2005, that M2 will comply with its contractual obligations, as described in that letter.

If M2 fails to provide adequate assurances, MRO will take all necessary steps to enforce its rights under the Agreement. MRO reserves all rights and remedies available to it under the Agreement, or under any other laws of the United States, including but not limited to rights under the United States Copyright laws.

Very truly yours,

Lee T. Gesmer

LTG:ace

cc: Craig Newfield, Esq.

40 Broad Street, Boston, MA 02109 ♦ Tel: 617.350.6800 ♦ Fax: 617.350.6878 ♦ www.gesmer.com

**** Transmit Conf. Report ****

P.1

Nov 18 2005 9:49

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
19784407650	FINE	18, 9:49	0'47"	2	* O K	

GESMER UPDEGROVE LLP

ATTORNEYS AT LAW

40 BROAD STREET

BOSTON, MA 02109

PHONE: (617) 350-6800

FAX: (617) 350-6878

WWW.GESMER.COM

FAX COVER SHEET

ORIGINAL WILL BE SENT BY MAIL

TO:

Michael C. Fee Esq.
Fee, Rosse & Lanz, P.C.

Fax: (978) 440-7650
Phone: (978) 440-7000

DATE: 11/18/2005 9:42:21 AM

FROM: Lee T. Gesmer
lee.gesmer@gesmer.com

RE: M2 Consulting, Inc. v. MRO Software, Inc.,
C. A. No. 03-12589-GAO

PAGES: 2 (including cover)

Comments: